

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

**KENDON AUSTIN, *Individually
and on behalf of all Others similarly
situated,***

Plaintiff,

**Case No: 1:21-cv-01354-TWT
216(b) Collective Action**

v.

**N3 LLC d/b/a N3 RESULTS; and
ACCENTURE LLP,
Defendants.**

**ORDER APPROVING SETTLEMENT AND
DISMISSING LAWSUIT WITH PREJUDICE**

After a review of the Plaintiff's Unopposed Motion And Brief In Support Of Approving The Parties' FLSA Collective Action Settlement Agreement And Authorizing Notice Of Settlement To The Putative Class and the Settlement Agreement, the Court is satisfied that the settlement reached is a "fair and reasonable resolution of a bona fide dispute" under the Fair Labor Standards Act. *See, e.g., Lynn's Food Stores, Inc. v. United States*, 679 F.2d 1350 (11th Cir. 1982); 29 U.S.C. § 216.

ACCORDINGLY, it is hereby ORDERED AND ADJUDGED as follows:

1. The Settlement Agreement between Named Plaintiff Kendon Austin ("Named Plaintiff") and the **Current** Opt-In Plaintiffs (collectively, with Named

Plaintiff, referred to as “Plaintiffs”), on one hand, and N3 LLC d/b/a N3 RESULTS and ACCENTURE LLP (collectively, “Defendants”, on the other, is APPROVED, including, but not limited to, the Settlement Payments to Plaintiffs and attorneys’ fees and costs to Plaintiffs’ Counsel, is APPROVED.

2. The Proposed Notices of Settlement attached as Exhibits A and B to the Settlement Agreement are APPROVED and the Parties are AUTHORIZED to mail these Notices of Settlement in accordance with the terms of the Settlement Agreement.

3. The Consent to Join Form/Claim Form attached as Exhibit C to the Settlement Agreement is APPROVED and the Parties are AUTHORIZED to mail these Notices of Settlement in accordance with the terms of the Settlement Agreement.

4. The Court DISMISSES WITH PREJUDICE this action and all claims that were raised or that could have been raised in this action.

5. Without affecting the finality of this Order in any way, the Court retains continuing and exclusive jurisdiction over the Parties to this action for the purpose of the administration and enforcement of the Settlement Agreement.

SO ORDERED this 24th day of May, 2022.

A handwritten signature in blue ink, reading "Thomas W. Thrash, Jr.", is positioned above the printed name of the judge.

THOMAS W. THRASH, JR.
UNITED STATES DISTRICT JUDGE